

AGREEMENT

Submission of Materials. Advertiser agrees to supply to publisher all electronic elements of the advertising to be published, including .pdf, .indd, .psd, and .ai file types, as requested by the “Reservations” deadline indicated on the *Stowaway* magazine rate card, which is incorporated herein by reference. Advertiser understands and agrees that any charges necessary to prepare or modify the advertisement to conform to the size or production specifications listed on the rate card will be added as additional charges to the advertiser.

Cancellations. No cancellations are allowed after the “Reservations” deadline indicated on the *Stowaway* magazine rate card.

Publisher’s Discretion. Advertisers are permitted to advertise in the magazine at the publisher’s discretion; the publisher reserves the right to refuse or cancel any advertising for any reason at any time. Publisher reserves the right to place the word *ADVERTISEMENT* on any material the publisher believes to resemble or to be confusingly similar to the publication’s editorial or article format.

Placement. Except for purchases of advertising packages that specify placement, advertisement placement is at the publisher’s discretion.

Errors. Publisher accepts no responsibility for any errors in advertisements prepared or approved by the advertiser. Any substantial errors that are the fault of the publisher will be subject to a reduction or reimbursement of the amount paid by the advertiser, but in no case will any claim arising from any error exceed the amount paid for the advertisement by the advertiser. Publisher shall not be liable for any consequential damages of any kind if for some reason the magazine does not publish an advertisement or the advertisement is published incorrectly. The magazine is not liable for any delivery failure beyond its control.

Indemnity. Advertiser’s materials are accepted and published upon the representation that the advertiser has the right to authorize publication of all contents of the advertisement and the representations made therein do not infringe on or damage any third party. Advertiser agrees to indemnify and hold harmless the publisher from any and all claims and resulting damages, loss, and expense (including reasonable attorneys fees) arising out of the publication of the advertiser’s material. These claims include, but are not limited to, claims or suits for libel, violation of right of privacy, plagiarism, and copyright infringement.

Payment Terms. The advertiser agrees to submit payment in full by the following date: _____. All advertisers must pay for advertising in full by the “Reservations” deadline and will be sent an invoice upon that deadline. The advertiser agrees to make payment in full within 30 days of receipt of the invoice from *Stowaway* magazine, to pay interest (18 percent APR) on any charges not paid within 30 days, and to pay all costs of collection, including reasonable attorney’s fees.

Scope of Agreement. These terms and conditions are the complete understanding between the parties concerning all matters contained herein, and any prior statements or representations are superseded by this agreement.

Signature. This contract may be signed with a PDF signature device. If Advertiser does not have access to this technology, Advertiser will print out this form, sign it, scan it, and send the resulting image to stowawaymag@byu.edu.

Stowaway Editor-in-Chief Date

Advertiser Date

Company’s representative

Street address City, State, Zip

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Phone Fax Email Address

We (advertiser) agree to purchase advertising in *Stowaway*, published by Brigham Young University (publisher), on the following terms and conditions:

Issue(s): Season(s) and Year	Ad description	Total payment due	Date due